

Contract no. 1246

Original File Copy

AGREEMENT
BETWEEN
BOROUGH OF MANASQUAN
MONMOUTH COUNTY, NEW JERSEY
and
MANASQUAN POLICE DISPATCHERS ASSOCIATION

July 1, 1990 through December 31, 1991

A G R E E M E N T

Between the Borough of Manasquan, Monmouth County, New Jersey and the Manasquan Police Dispatchers Association.

This Agreement made and entered into in Manasquan, New Jersey, this 25th day of *FEBRUARY*, 1991 between the BOROUGH OF MANASQUAN, a Municipal Corporation in the County of Monmouth and the State of New Jersey, hereinafter referred to as the "Borough" or "Employer" and the Manasquan Dispatcher Association, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the Borough and the Association recognize and declare that providing quality police protection for the Borough is their mutual aim; and,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement: the improvement and promotion of harmonious relations between the parties, the establishment of suitable and peaceful procedure for the amicable resolution of all differences, disputes, and grievances; and the establishment and determination of rates of salaries and wages, fringe benefits, hours of work and other terms and conditions of employment.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

The Borough hereby recognizes the Association as the sole and exclusive representative and bargaining agent for the purpose of collective negotiations to establish salaries, wages, fringe benefits, hours of work, and other terms and conditions of employment for all employees, including: Regular, Provisional, and Trainee appointments, and Part Time employees.

Included:

All Civilian Police Dispatchers in the Police Department.

Excluded:

All other employees of the Borough of Manasquan.

ARTICLE II
ASSOCIATION ACTIVITY

Section 1.

The Borough and the Association agree not to interfere with the right of employees to become or not to become members of the Association; and further, that there shall not be any discrimination or coercion against any employee because of Association membership or non-membership.

Section 2.

Employees shall have the right to erect and maintain a bulletin board in a conspicuous place for their own use subject to the approval of the Chief of Police.

Section 3.

The Borough agrees to allow the members of the Association to conduct Association meetings on Borough premises with approval of the Chief of Police. The Association shall provide 24 hours advance notice of the meeting and the meetings shall not be held during regular working hours. The notice shall be provided to the Chief of Police.

ARTICLE III
EQUAL TREATMENT - NON-DISCRIMINATION

The Borough and the Association agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, political affiliation, or Association membership or non-membership.

The Borough also agrees that no employee shall be subjected to harassment, and that every employee shall be treated within the accepted standards of decency, courtesy, and respect.

ARTICLE IV
RIGHTS OF INDIVIDUALS

Nothing contained in this Agreement shall abridge the rights of the Borough, and employees, under the Laws of the State of New Jersey.

ARTICLE V
MANAGEMENT RIGHTS

It is mutually understood and agreed that the Borough has the prerogatives of management in the direction of the employees including, but not limited to, the rights of hiring, suspending, laying off, discharging for proper cause, promoting, transferring, assigning or reassigning, or scheduling so as to determine the standards of selection for employment, of maintaining the efficiency of its operation and technology of performing its work, establishing contracts or sub-contracts for Borough operations, provided that this right shall not be used for the purpose or intention of undermining the Association or discriminating against its members, of determining the methods, means, and personnel by which its operations are to be conducted, of determining the content of job classifications, subject to Civil Service regulations and other applicable laws or provisions of this Agreement.

ARTICLE VI
WORK RULES

The Borough shall establish reasonable and necessary rules of work and conduct for employees and these rules shall be duly and conspicuously posted. All work rules shall be equitably applied by the Borough.

ARTICLE VII
SENIORITY

Section 1. Definition

Seniority is defined as an employee's continuous length of service with the Borough beginning with his latest date of hire as a provisional or permanent employee. A newly hired employee shall be considered probationary and without seniority.

Section 2.

An employee shall be considered to have Borough seniority as of the date of hire with the Borough. Seniority shall accumulate until there is a break in the employee's service.

Section 3.

An employee shall be considered to have job classification seniority from the time the employee is certified to the position or title classification by the Department of Personnel. Job classification seniority shall accumulate until there is a break in the employee's service.

Section 4.

A break in continuous service occurs when an employee resigns, is discharged for cause, retires, or is laid off, provided however, job classification seniority, accrued prior to layoff, shall be continued upon recall and reemployment. Seniority determination for an employee reemployed from a regular reemployment list shall begin as of the date of reemployment, except that, when determining the order of layoff or demotion, ties of equal seniority will be broken by consideration of the period of permanent employment to the break in service.

Section 5.

In the case where an employee is promoted but does not successfully complete the probationary period, he may return to his previous job classification without loss of job classification or Borough seniorities.

Section 6.

Seniority shall be given preference in promotions, demotions, layoffs, recalls, and vacation schedules. Where ability to perform work and physical fitness are considerations in any of the aforementioned, the Borough shall make the final determination.

ARTICLE VIII
EMPLOYMENT POSTINGS

Notices of all job vacancies shall be posted by the Borough, whenever possible, on employee bulletin boards throughout the various work areas fifteen (15) days in advance of the closing date for filling the vacancy. The notices will contain: the job classification, a description of the work, the place of employment, the rate of pay, and the hours of work. All permanent employees of the unit shall be given the chance to apply in writing to the Borough to fill these job opportunities.

ARTICLE IX
COLLECTIVE BARGAINING PROCEDURE

Section 1.

In accordance with the provisions of NJSA 34:13A-1 et seq. and the amendments and supplement thereto, the following negotiation procedure shall be followed in all future negotiations between the parties unless otherwise as provided by law.

Collective bargaining with respect to rates of pay, or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Borough and the Council President, or their designees, and the President of the Association or his designees as provided in this Agreement, shall be the respective negotiating agents for the parties.

Section 2.

Not more than two (2) additional representatives of each party shall participate in collective bargaining meetings.

Section 3.

Collective bargaining meetings shall be held at the request of either party. All meetings shall be conducted in the Borough Hall in the Borough of Manasquan, and said meetings shall take place when they occur between the hours of 7:30PM and 10:30PM on weekdays and between the hours of 10:00AM and 2:00PM on Saturdays unless otherwise agreed upon by both parties.

Section 4.

In all respects the negotiations between the parties shall be conducted in accordance with the laws of the State of New Jersey and in particular NJSA 34:13A-1 et seq. and the rules and regulations of the Public Employment Relations Commission and the amendments and supplements thereto.

ARTICLE X
STANDING COMMITTEE

Section 1. Grievance Committee

There shall be two (2) members of the Association grievance committee granted leave from duty with full pay for all meetings between the Borough and the Association for the purpose of processing grievances, when such meetings take place at a time when such members are scheduled to be on duty and upon twenty four (24) hours notice to the Chief of the Department.

ARTICLE XI
GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance.

A grievance is a complaint, pertaining to conditions or relationships between employee and employer.

A grievance is also defined as an alleged violation of this Agreement or an alleged improper administration decision.

Section 2.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the police administration and having the grievance adjusted without intervention of the grievance procedure and the Association, provided the adjustment is not inconsistent with this Agreement. The Association shall be given the opportunity to be present at such a meeting provided the person seeking the grievance requests same.

Section 3. Procedure

A. The Association on behalf of the employee shall appoint a Grievance Committee, of two (2) members, to study all grievances submitted by employees of the Dispatchers Association.

B. The employee shall, within two (2) working days, verbally present and discuss a complaint with his immediate supervisor or shift supervisor on an informal basis. In the event the matter is not resolved informally, the grievant may submit his grievance in writing within five (5) days of the occurrence to that immediate supervisor who shall hear the grievance. The grievant may be represented by the Association. The exception to this step in the procedure is for any alleged violation of Article XVII or Article XVIII of this Agreement. The procedure for a grievance on these sections are covered in Section D of the procedures listed. The immediate supervisor shall give a written reply to all grievances within seventy two (72) hours of receipt of grievance.

C. If the grievance is not adjusted satisfactorily or within three (3) days after expiration of time limit in Section B, and the aggrieved party wishes to proceed further, he may submit such grievance in writing to the head of the Association, who shall indicate in writing that the Association agrees or disagrees with the desire of the grievant to proceed to the next step of the grievance procedure. The grievant may proceed with grievance procedure, with or without the approval of the Association, by presenting the grievance in writing to the Lieutenant of Police or designee. Both the employer and the employee shall have the opportunity to present witnesses and pertinent records in order to dispose of the grievance. The grievant may be represented by the Association. Within three days of said presentation, the Lieutenant or his designated representative may arrange to meet with the Grievance Committee for the purpose of resolving or adjusting such grievance. A decision shall be made by the Lieutenant and submitted to the committee in writing within three (3) days.

D. If the grievance is not adjusted satisfactorily or within three days, and the Grievance Committee wishes to proceed further, it may submit such grievance in writing to the Captain of Police within three (3) days. Within three (3) days after said presentation, the Captain or his designated representative may arrange to and meet with the Grievance Committee for the purpose of adjusting or resolving such grievance. A decision shall be made by the Captain within three (3) days and submitted to the committee in writing.

If any grievance is instituted alleging a violation of Article XVII or Article XVIII of this Agreement, it shall be submitted directly to the Captain of Police in writing. The Captain of Police shall give a written reply to the committee within seventy two (72) hours of receipt of such grievance.

E. If the grievance is not adjusted satisfactorily or within the time limits previously specified, and the Grievance Committee wishes to proceed further it may submit such grievance in writing to the Chief of Police within three (3) calendar days. Within three days after said presentation, the Chief or his designated representative may arrange to and meet with the committee for the purpose of adjusting or resolving such grievance. A decision shall be made by the Chief within three (3) days.

Section 4.

If the grievance is not resolved to the satisfaction of the Association by the Chief or his designated representative within three (3) days after such meeting, the Association may present such grievance in writing not later than seven (7) days thereafter to the Public Safety Committee. Within seven (7) days after such presentation, the Public Safety Committee shall hold a hearing at which time all parties of interest shall be heard. A decision shall be made no later than seven (7) days following completion of the hearing.

Section 5.

If such grievance is not resolved to the satisfaction of the Association following such meeting the Association may present such grievance in writing within ten (10) days thereafter to the New Jersey State Public Employment Relations Commission for binding arbitration, with written notification of such intent also being made to the Borough.

Section 6.

The arbitration proceedings shall be conducted by an arbitrator to be selected by the Borough and the Association within seven (7) days after notice has been given. If the parties fail to agree upon an arbitrator, the state mediation service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Borough and the Association shall have the right to strike two (2) names from the panel. The Borough shall strike one name, the employee shall strike one name, etc., and the remaining shall be the arbitrator. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Borough and the Association. It is understood by and between the parties hereto that the decision of the arbitrator shall be binding upon the parties.

Section 7.

The time limits specified in the preceding Sections of this Article shall include Saturdays, Sundays and Holidays unless the last day of the time limit falls on a Saturday, Sunday or Holiday in which event the following day will be counted as the last day. Further, such time limits may be extended by mutual agreement of all parties.

Section 8.

If a grievance is not responded to within the prescribed time limits as provided, such grievance may be processed to the next step.

Section 9.

The Borough shall permit Association members of the Grievance Committee to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty Dispatchers to bring the Department to its proper effectiveness.

Section 10.

This Article shall not be deemed to waive any rights of the employee or Dispatcher under the laws of the State of New Jersey existing now or in the future.

ARTICLE XII
COMPLAINTS AGAINST EMPLOYEES

Section 1.

Whenever there are any charges or complaints in writing against any Police Dispatcher, they shall be initially investigated by the Chief of Police with the Chief of Police advising the Association that said investigation is being conducted. In the event the Chief determines that discipline beyond a reprimand is warranted, the matter shall be referred to the Public Safety Committee. The Public Safety Committee may return the matter to the Chief for further investigation, dismiss the matter, or determine that formal charges pursuant to statute may be necessary and refer the matter to the Mayor and Council. In the event of any formal hearing before the Mayor and Council, the Dispatcher shall be notified in writing according to law and given the hearing date, nature of the charges, and the complainant's name and address, and the names and addresses of any and all witnesses. This section shall not be deemed to waive any rights of the Dispatcher under the laws of the State of New Jersey now or in the future. Further, under the laws of this State the accused Dispatcher or Dispatchers shall have the right to be represented by counsel.

ARTICLE XIII
HOLIDAYS

Section 1.

Employees Classified as Civilian Police Dispatchers shall be compensated for fourteen (14) paid holidays on or before the first pay day in December with a separate check. The holiday provision provided for in the agreement is not intended to waive any rights under any State or Federal Law or regulations. Employees may take all or any part of such compensatory time off in lieu of holiday pay.

Section 2.

In the event a new State or National Holiday is established during the duration of this contract, it will automatically be added to the above paid Holidays.

ARTICLE XIV
VACATIONS

Section 1.

Any employee shall be entitled to select his vacation in accordance with the length of his employment whenever possible and practical considering the needs of the Borough as stated aforesaid. An employee shall be entitled to vacation in accordance with the following schedule:

- a) One year of service through
four years of service.....Twelve (12) working
days
- b) Fifth year through ninth
year.....Fifteen (15) working
days
- c) Tenth year through
fourteenth year.....Eighteen (18) working
days
- d) Fifteenth year through
nineteenth year.....Twenty-one (21) working
days
- e) From twenty years of service
and over.....Twenty-four (24) working
days

Section 2.

It is assumed that an employee shall remain in the service of the Borough for the calendar year and the total number of vacation days shall be pro-rated and credited to the employee. If separation occurs before the end of the year and the employee has taken more vacation than that to which the employee is entitled, that employee shall be assessed the per diem rate of pay for the excess vacation days and same shall be deducted from final pay.

Section 3.

Vacation time shall be taken within the year in which it is accrued but may be carried over into the next calendar year with Borough approval.

Section 4.

Written notice shall be given each employee annually, on or about January 15 of each year, showing vacation days accumulated.

ARTICLE XV
PERSONAL DAYS

Section 1.

Each employee of the Police Department shall be entitled to five (5) Personal Days during each year of his employment. Furthermore, Personal Days are defined as meaning the taking of a day off by any member or employee of the Department or Association for any personal reason, which, in the opinion of the employee, is sufficient reason for the taking of said time off. The time off shall be with full pay. Furthermore, whenever an employee requests the taking of Personal Days, he shall, unless prevented by exigent circumstances, give 24 hours notification to the Department prior to the taking of said time off, subject to the approval of the Chief of Police or his designee.

ARTICLE XVI
SALARY

Section 1.

The annual base salary for each of the classifications shown for the pay period July 1, 1990 to December 31, 1991 shall be as follows and payable bi-weekly:

	7/1/90- 12/31/90	1/1/91- 12/31/91
Step 1: Appointment until and including 3 months of service	\$ 6.25 hr	\$ 6.69 hr
Step 2: After 3 months until and including 12 months of service	\$ 7.36 hr	\$ 7.88 hr
Step 3: After 12 months until and including 24 months of service	\$ 8.08 hr	\$ 8.60 hr
Step 4: After 24 months of service	\$ 9.56 hr	\$ 10.23 hr

Section 2.

All movement on the guide to the next step shall not be automatic but based upon satisfactory evaluation and performance of the Dispatcher.

Section 3.

All employees classified as Part Time shall receive the rate of pay at Step 2 of this guide.

ARTICLE XVII
HOURS AND WORK WEEK

Section 1.

The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employee services of a normal work day of eight (8) consecutive hours and a normal work week of forty (40) hours per week, and shall consist of Monday through Sunday. The work schedule shall be arranged to give the maximum time possible between shifts being served by the employee and in no event, except as provided herein, shall the time between shifts be less than twelve (12) hours (except in times of emergency).

Section 2.

There shall be two (2) fifteen minute coffee breaks for employees during a shift.

ARTICLE XVIII
OVERTIME PAY

Section 1.

Overtime shall consist of payment for all time that employees covered by this Agreement work in excess of eight (8) hours a day or forty (40) hours per week or in excess of the normal work day. Overtime shall include court time during off duty hours as well as telephone standby or where a Dispatcher is placed on call in all matters pertaining to police business and law enforcement involving civil actions and criminal actions, be it at the request of an Order of a Court, Order of the County Prosecutor, or other law enforcement agency, or subpoena from any person or entity as may be provided for under law.

Section 2.

All overtime shall be paid at the rate of time and one-half (1 1/2) of regular pay. Regular pay is defined as base salary and longevity pay.

Further, an employee may elect to take all, or any part of the time and one-half (1 1/2) in time off at the employee's option.

Section 3.

All monetary overtime shall be paid by the Borough to the employee on a quarterly basis for the overtime obligation having been incurred during that quarter unless the employee has elected to take time off in lieu of payment.

Section 4.

A. Any off-duty employee under the terms of this Agreement shall, when placed on standby or telephone call where same relates to law enforcement responsibilities in the community, the county or surrounding counties, be paid and receive overtime credit for a minimum time period of one (1) hour if released within one (1) hour and,

B. The employee shall receive a minimum of two (2) hours of overtime credit in the event the employee must actually appear at a location while off-duty if released within two (2) hours, and,

C. Any period of time spent in excess of the minimum set forth in A & B hereinabove shall result in full payment for the excess time over and above the minimum time periods provided.

Section 5.

In the event an employee is called in to duty other than his normal assignment, he shall be paid overtime for all time worked during such period but in no such case shall he be paid for less than two (2) hours regardless of actual time worked. This duty will will also consist of time the Dispatcher serves in the capacity of Matron.

Section 6.

Dispatchers shall have first refusal (for overtime) in filling vacant shifts that arise as a result of personal days, sick days, overtime days off, etc.

ARTICLE XIX
RETIREMENT AND PENSIONS

Section 1.

The employees shall retain all prior pension rights under applicable law and regulations presently in effect and as may be amended and supplemented to their benefit in the future. Further, the employer shall continue to make such contributions as heretofore provided with respect to pension and retirement benefits to employees covered by this Agreement and under the applicable laws and statutes of the State of New Jersey.

Section 2.

Employees retiring in any part of a year shall receive the monetary equivalent or time off with pay at the employee's discretion for earned holidays and accumulated overtime. Vacation time shall be paid according to the following schedule:

- (a) First three (3) months retirement year,
25% of vacation earned;
- (b) Second three (3) months of retirement year,
50 % of vacation earned;
- (c) Third three (3) months of retirement year,
75% of vacation earned;
- (d) Fourth three (3) months of retirement year,
100% of vacation earned.

ARTICLE XX
TRAVEL AND EXPENSE PAY

Section 1.

All employees required to travel outside the Borough on official business shall be paid all reasonable expenses incurred within two (2) pay periods of said expenses having been incurred and requests for reimbursement having been submitted.

ARTICLE XXI
BEREAVEMENT PAY

Section 1.

Whenever death occurs in an employees immediate family, he shall suffer no loss of pay for up to three (3) days of consecutive leave provided that one of those days is the day of the funeral. Immediate family is defined to include spouse, children, parents, grandparents, brothers, sisters and spouse's parents, or the death of a relative who resides with the employee or with whom the employee resides as well as any step-children or children to be adopted that may reside with the employee.

Section 2.

When the death of a relative occurs not residing with the employee, other than those named in Section 1 above, the employee shall be granted leave with pay upon the death of said person for one (1) day.

Section 3.

The bereavement benefits set forth herein shall not be deducted from sick leave and are not related to sick leave and shall be in addition to any personal days.

Section 4.

Any employee taking more time than the prescribed bereavement periods set forth shall have such time deducted from his sick leave provided the employer feels such deduction is necessary under the circumstances.

ARTICLE XXII
SICK LEAVE

Section 1.

Sick leave is defined herein to mean absence from duty of an employee because of personal illness by reason of which said employee is unable to perform the usual duties of his position.

Section 2.

Sick leave with pay shall be credited each permanent full time employee on the basis of one and one-quarter (1 1/4) day per month of continuous service with no maximum limit and commencing from the date of regular appointment or employment up to and including December 31, next following such date of appointment and fifteen (15) days sick leave with pay for each calendar year thereafter shall be provided said permanent employees. If any such employee requires none or only a portion of the allowable sick leave for any calendar year, the amount of such sick leave not taken shall accumulate to his credit from year to year.

Section 3.

In the event of an injury or disability is covered under Workman's Compensation, any employee receiving said compensation who in addition has qualified for payments under Workman's Compensation benefits, shall during the period he is receiving such weekly benefits from Workman's Compensation, be entitled only to that portion of his regular salary which, with the Workman's Compensation payments equals his full salary. This provision is not intended to include or relate or affect any award made for permanent or partial disability. The intention being that the amount of the employee's regular salary paid to him by the Borough shall be reduced by any temporary compensation payments paid to him.

Section 4.

Any employee who is absent as a result of a disability, injury, or incident caused or occurring in the usual hours of his employment and/or in the scope and course of his employment and/or in the line of duty shall not have such absence charged against his sick leave and shall receive full payments and benefits provided by this agreement. Further, it is understood by and between the parties that nothing contained herein shall be considered to be in derogation of, or restrictive of any statute now or in the future in effect limiting the period during which Municipal employees may be compensated for leave on account of disability or of illness, but these provisions are to be construed and administered in conjunction therewith and pursuant to the laws of the State.

Section 5.

An employee who has been on sick leave for five (5) or more consecutive days will be required to submit acceptable medical evidence substantiating his or her absence. An employee who has been absent from work due to illness five (5) or more days in any thirty (30) working days shall also be required to submit medical evidence substantiating his or her absence from work. The immediate supervisor of the employee may direct that the employee obtain a doctor's note verifying the employee's previous illness and stating that the employee is now fit to return to work and carry out his or her normal functions during the normal work schedule. The Borough may require an employee to undergo a medical examination to verify this determination. In such event, the Borough shall pay the cost of the examination provided that the Borough selects the physician and that the employee is declared medically sound and able to resume his or her normal job function during the normal work schedule.

ARTICLE XXIII
CLOTHING ALLOWANCE

Section 1.

All employees shall receive a clothing allowance of three hundred thirtyfive (\$335.00) dollars per year. No employee shall receive any clothing allowance during the first year of his employment due to the fact that uniforms are provided to all new employees.

Section 2.

The clothing allowance is to be used for the purpose of replacing new, old, worn, or torn uniforms, shoes, or other equipment used in the performance of the employee's duties.

Section 3.

All employees shall receive one hundred fifty (\$150.00) dollars cash maintenance allowance. This allowance shall be paid directly to each employee by separate check on December 1st of each year. No maintenance bills will be required to substantiate these payments.

Section 4.

All regular uniform employees will purchase Police Department clothing of the type, style, and manufacture as designated by the Chief of Police so as to result in uniformity of appearance within said Department. All said clothing purchases shall meet with the standards as promulgated by the Borough and the Police Department. All bills and receipts with respect to this section shall be turned in to the Chief of Police within ten (10) days after receipt of same.

ARTICLE XXIV
INSURANCE, HEALTH AND WELFARE

Section 1.

The Borough shall continue to maintain and provide all insurance coverage that is in force and in effect at the present time and shall further provide and maintain personal injury and property damage coverage, false arrest insurance and liability insurance coverage for liable, slander, defamation, or violation of right of privacy, denial of due process, wrongful entry or eviction or other invasion of right of privacy, occupancy or false arrest, detention or imprisonment or malicious prosecution and assault and battery with limits up to five hundred thousand dollars (\$500,000) per occurrence and five hundred thousand dollars (\$500,000) per employee.

Section 2.

The Borough shall supply to all employees all necessary legal advice and counsel, which counsel is acceptable to the Dispatcher and employee and agreeable to both parties and same shall be provided at the Borough expense for any and all legal issues and problems as well as lawsuits and causes of action related to police work. Further, said necessary legal advice and counsel shall be provided for the defense of and protection of any and all claims for personal injury, death, or property damage arising out of and in the course of the employee's employment and duties as a Dispatcher relating to police work. The Borough shall pay and satisfy all judgements against said employees for any such claims set forth herein provided the Borough had timely notice of such action.

Section 3.

The employee shall receive fully paid Blue Cross-Blue Shield with Rider J, or the complete equivalent, and a major medical plan, all of which coverage shall include the employees and their dependents.

Section 4.

As of October 1, 1986, the Employee shall receive fully paid a \$2/\$4 Family Prescription Drug Plan at no cost to the employee.

Section 5.

The employee shall receive a fully paid Blue Cross Preferred Dental Plan, Schedule G-Zero Deductible and all coverage shall include the employees and their dependents.

ARTICLE XXV
NEW APPOINTMENTS

Section 1.

Upon temporary appointment, the Borough Clerk shall withhold in escrow pension payments with respect to the employee until permanent appointment. At such time, said money shall be taken from escrow and applied pursuant to law or returned if not appointed.

ARTICLE XXVI
LEAVE OF ABSENCE

Section 1.

A leave of absence without pay may be granted for good cause to any employee who has been employed as a Police Dispatcher for a period of three (3) years or more. Said leave may not be arbitrarily or unreasonably withheld and may not exceed six (6) months. Unused vacation time must be used at the time of the leave of absence or immediately subsequent thereto. Said leave must be requested in writing to the Chief of Police with a copy to the Mayor and Council. The Chief of Police shall submit his recommendations on the request to the Mayor and Council who shall make the final decision upon such request.

ARTICLE XXVII
LONGEVITY

Section 1.

Each employee shall be paid, in addition to his current annual wages a longevity increment in relation to his annual base salary and based upon his years of continuous employment in the Department in accordance with the following schedule:

- a. On completion of five (5)
years of service.Three (3%) percent
- h. On completion of ten (10)
years of service.Four (4%) percent
- c. On completion of fifteen (15)
years of service.Five (5%) percent
- d. On completion of twenty (20)
years of service.Six (6%) percent

Section 2.

At the option of the employee, longevity may be paid in one lump sum during the first payroll of December or longevity payments may be pro rated and included in each bi-weekly payroll check.

ARTICLE XXVIII
JURY DUTY

Employees shall receive full salary while serving on Jury Duty in exchange for assignment to the Borough of their Jury Duty compensation.

ARTICLE XXIX
SAVINGS CLAUSE

Section 1.

It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby unless required by law.

Section 2.

If any such provisions are so invalid, the Borough and the Association shall meet for the purpose of negotiating changes made necessary by the applicable law.

ARTICLE XXX
DISCIPLINE

Section 1.

No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions of the Grievance Procedure hereinbefore outlined and per the terms of this Agreement and the laws of this State.

Section 2.

Discipline under this Article means official reprimand, fine, suspension, demotion or removal. Demotion or removal based on layoff or other operational judgement of the Borough shall not be construed to be discipline. Just cause for discipline up to and including removal shall include, but not be limited to, the cause set forth in Civil Service Rule 4:1-16.9.

Section 3.

Where the Borough and/or its designee imposes or intends to impose discipline, written notice of such discipline shall be given to the employee. The notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline.

Section 4. Misconduct

In the event a formal charge of misconduct is made by the Borough against the employee, the employee shall be entitled to have the Association representative as a witness or as an advisor during the subsequent interrogation of the employee concerning said charge. No recording of such procedure shall be made without notification to the employee. There shall be no presumption of guilt. The employee and/or the Association, if present, may request and receive a copy of any recordings made of the hearings.

ARTICLE XXI
NO STRIKE, ETC.

Section 1.

Neither the Association nor any of its officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the Borough of Manasquan, regardless of the reason for so doing. Any or all employees who violate this Article, may be discharged or otherwise disciplined by the Borough pursuant to the Rules and Regulations of the Civil Service Commission and any State Statute applicable thereto.

ARTICLE XXXII
DURATION

Section 1.

The effective term of this Agreement is from July 1, 1990 to December 31, 1991.

Section 2.

The parties agree that negotiations of any successor agreement shall commence not later than ninety (90) days prior to the expiration date of this agreement. Either the Borough or the Association may request the other party commence negotiations at an earlier date to be mutually agreed upon by the parties

This agreement may be extended beyond its termination date upon mutual agreement by the parties.

Section 4. Previous Fringe Benefits

All rights, benefits, privileges, duties, responsibilities, and requirements affecting Dispatchers which are not specifically provided for or abridged by this Agreement, including those which are provided for by resolution, ordinance, or regulations and past practices which benefit said employees now or in the future, shall be applicable and remain in effect provided they are not in contravention of any laws of the State of New Jersey or inconsistent with the terms of the within Agreement.

IN WITNESS WHEREOF, the parties hereunto caused same to be executed by their respective officers or agents on this 25th day of FEBRUARY 1991.

ATTEST:

/s/ Margaret M. Monsell
Margaret Monsell
BOROUGH CLERK

BOROUGH OF MANASQUAN:
/s/ JOHN L WINTERSTELLA
MAYOR

PERSONNEL COMMITTEE

/s/ Terance Kelleher
TERANCE KELLEHER, CHAIRMAN

MANASQUAN DISPATCHERS ASSOCIATION:
/s/ JEANNE E. HILL PRESIDENT, MANASQUAN
DISPATCHERS ASSOCIATION

SCHOOL TRAFFIC GUARDS

1. Job Title: School Traffic Guards

Civil Service Status: Temporary

2. Salary Provisions:

		1992(6½ increase)	1993 (6% increase)
Trainee	20 hours	\$5.33 per hour	\$5.65 per hour
Substitute	Until Permanent	7.46 per hour	7.91 per hour
Regular	0 - 1 year	8.75 per hour	9.28 per hour
Regular	1 - 4 years	9.06 per hour	9.60 per hour
Regular	Over 4 years	9.35 per hour	9.91 per hour

3. Sick Leave:

Each employee shall be entitled to seven and one-half (7½) sick days for employee or family member per year and shall be cumulative. When an employee utilizes sick leave, notice must be given to the Chief of Police and the Deputy Borough Clerk.

4. Personal Days:

Each Employee shall receive two and one-half (2½) Personal Days. Requests for personal days shall be made in writing to the Chief of Police and a copy to be filed with the Deputy Clerk, five (5) days prior to date of request. In case of an emergency, the Chief of Police may waive the five day notice. This request shall be granted or denied, within two (2) days of request.

5. Bereavement days:

Employee shall be entitled to three (3) bereavement days (in addition to any personal days) for the death of a spouse, grandparent, in-laws, parent child, brother or sister, aunt and uncle. All requests must be in writing to the Chief of Police and a copy to the Deputy Borough Clerk.

6. Vacation Days:

Employee shall receive the following vacation days per year (one-half of full-time employee).

1 - 4 years	6 days
5 - 9 years	7½ days
10 - 14 years	9 days
15 - 19 years	10½ days
20 and over	12 days

Vacation days not used during one year may be carried forward for a period of one year. An employee shall be entitled to select his or her vacation according to the length of employment, whenever possible, and practical consideration to the needs of the Borough of Manasquan. All requests must be made in writing to the Chief of Police and a copy forwarded to the Deputy Borough Clerk.

7. Leave of Absence provision:

Employee shall receive up to six months leave of absence, without pay, upon written request.

8. Sunday traffic duty at church crossings:

1992 - 6½% increase on 1991 base hourly rate straight time.

1993 - 6% increase on 1992 base hourly rate straight time

In the event of a Borough holiday when schools are open, the pay will be the rate of pay designated above straight time.

9. Special rider for Matron Duty:

1992 - 6½% increase on 1991 base rate per hour straight time (3 hr. minimum)

1993 - 6% increase on 1992 base rate per hour straight time (3 hr. minimum)

10. Training of New Crossing Guards:

Guards will receive an additional \$5.00 per hour up to a maximum of \$20.00 while training new guards in the field.

11. Health Benefits:

Each guard shall receive Hospitalization, Dental and Prescription Insurance paid by the Borough.

12. Unemployment Insurance:

Each Employee shall be entitled to unemployment insurance, as provided by law if the Employee earns \$2,200.00 or more in any calendar year and if there is no work available as assigned by the Police Chief.

13. Pension and Life Insurance:

Each Employee shall be enrolled in the Pension Plan and Life Insurance Plan. (O) on the payroll chieft designates the pension deduction and (I) designates the deduction for Life Insurance. The benefit of the life insurance is 3½ times the base salary.

14. Worker's Compensation Insurance:

In the event an employee is hurt during the course of their employment, the injury must immediately be reported to the Chief of Police and the Borough Clerk. The Borough shall provide Worker's Compensation as provided by law.

15. Clothing and Footwear Allowance:

Each full-time Employee shall be entitled to a Clothing and Footwear Allowance of \$350.00 per year, as per agreement under the 1989-1990 contract. All expenditures must be approved by the Chief of Police before a purchase can be made. Clothing allowances start January 1st and end on December 31st of each year. Upon request, \$100.00 of the Clothing and Footwear allowance may be used for clothing maintenance and paid \$50.00 in June and \$50.00 in December.

16. Training:

All Crossing Guards shall receive 20 hours of training conducted by the Police

17. Hiring:

All employees are hired by resolution of the Mayor and Council subsequent to being interviewed by the Chief of Police and Personnel Committee. Each Guard shall be given a copy of the Crossing Guard's Contract.

18. Matron Duty:

Each employee shall be entitled to a minimum of three (3) hours call out pay, (regardless of time worked). Matron duty shall not exceed eight (8) hours, also there will be time off to secure food. If the Guard must work all night and must report to corner in the morning, her first shift shall be covered by an alternate Guard. No internal exams shall be done by matron, all internal exams shall be done by a hospital. Plastic gloves for searches are to be provided.

19. Traffic Control:

Each employee shall be entitled to be paid a minimum of three (3) hours call out pay for parades, C.C.D. and other special Borough activities. Crossing Guards doing church crossings shall be paid four (4) hours. The payment for these activities shall be at the matron rate.

20. Snow Days:

In event of the school to be closed for inclement weather employees will be paid a maximum of two (2) hours. The dispatcher must notify the Guards at the earliest possible time. If Guards have already been on duty the four (4) hours basic pay will apply.

21. Legal Holidays

In the event school is in session on any of the legal holidays listed in this contract, the employee shall be paid at the Matron Duty rate of pay per hour.

22. Non-Strike Clause:

The employee will not instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any intentional interruption of the operation of the Borough of Manasquan, regardless of the reason for doing so. Any employee who violates provisions may be discharged or otherwise disciplined by the employer pursuant to the rules and regulations of the Civil Service Commission and any state Statute applicable.

23. Grievance Procedure:

A grievance shall mean a complaint by the employee that there has been a misinterpretation or violation of policies, agreements, and administrative decisions affecting same. Employee will file a written grievance with the Chief of Police, who will review same. If unable to resolve the situation, the Chief of Police, Employee and part of the Personnel Committee with a representative from the Public Safety Committee will meet to discuss the situation. If unable to reach a mutual decision, Mayor and Council will decide the issue.

This grievance procedure in this contract shall not serve in lieu of processes which must be followed in accordance with N.J. Laws and Regulations.

IN WITNESS WHEREOF, the Parties hereunto caused this agreement to be executed by their respective officers or agents on this 24th day of February, 1992.

BOROUGH OF MANASQUAN:

SCHOOL TRAFFIC GUARDS


JOHN L. WINTERSTELLA, MAYOR


TERANCE KELLEHER, CHAIRMAN
PERSONNEL COMMITTEE

BY Eleanore L. Corder

BY Charlotte F. Taylor

BY Terance Kelleher

BY Diana R. Beam

BY C. Thomas, Jr.

BY _____

ATTEST:


MARGARET M. MONSELL
BOROUGH CLERK

SPECIAL OFFICERS CONTRACT

1. Job Title: Special Officers

2. Salary Provisions:

	<u>Class II</u>	<u>Class I</u>
1 year	\$7.75	\$6.95
2 years	8.83	7.25
3-5 years	9.63	7.50
6 years and over	10.70	7.75

3. Court, Special Events and Traffic Control:

Any Special Officer called in for Court, Special Events, and Traffic Control will receive a minimum of two and one-half (2½) hours of pay. Traffic Control for construction work will be one and one-half (1½) times their regular rate of pay.

4. Board of Education:

Any Special Officer called in for events of the Board of Education will receive one and one-half (1½) times their regular rate of pay.

5. Hiring:

All employees are hired by resolution of the Mayor and Council, subsequent to being interviewed by the Chief of Police or his designee. Each officer shall be given a copy of the Special Officers Contract.

6. Contract:

This Contract shall be for one (1) year, commencing July 1, 1991 and ending June 30, 1992. All salary increases shall be retroactive to July 1, 1991.

7. Grievance Procedure:

A grievance shall mean a complaint by the employee that there has been a misinterpretation or violation of policies, agreements, and administrative decision affecting same. Employee will file a written grievance with the Chief of Police, who will review same. If unable to resolve the situation, the Chief of Police, employee, and part of the Personnel Committee with a representative from the Public Safety Committee will meet to discuss the situation. If unable to reach a mutual decision, the Mayor and Council will decide the issue.

This Grievance Procedure in this contract shall not serve in lieu of procedures which must be followed in accordance with New Jersey Laws and Regulations.

IN WITNESS WHEREOF, the parties hereunto caused this agreement to be executed by the respective officers of agents on this 9th day of September, 1991.

BOROUGH OF MANASQUAN

SPECIAL OFFICER ELECTED OFFICIALS

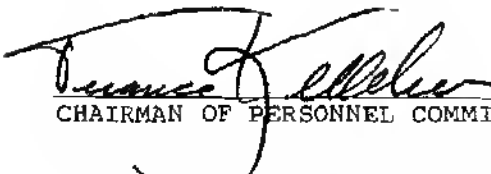

JOHN L. WINTERSTELLA, MAYOR

BY Donald Eisenman P.R.S.

BY Marion J. Reine 1st VP

BY Steve A. Jones 2nd VP

BY Debrah M. Murrell Sec.


CHAIRMAN OF PERSONNEL COMMITTEE

ATTEST:


MARGARET M. MONSELL
MUNICIPAL CLERK